



Civil Justice Committee

**March 28th, 2006
10:15 AM – 12:00 PM
24 House Office Building**

Committee Action

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

Attendance:

	<i>Present</i>	<i>Absent</i>	<i>Excused</i>
Mark Mahon (Chair)	X		
Dean Cannon	X		
Marti Coley	X		
Carl Domino	X		
Arthenia Joyner		X	
Irving Slosberg			X
John Stargel	X		
Totals:	5	1	1

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1139 : Construction Defects

☒ Favorable With Committee Substitute

	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5		Total Nays: 0			

Appearances:

Construction Defects

Rick Watson (Lobbyist) - Proponent

Association of Bldrs. & Contractors

P. O. Box 10038

Tallahassee FL 32302

Phone: 850-222-0000

Construction Defects

Cam Fentriss (Lobbyist) - Proponent

FL Roofing & Sheet Metal

1400 Village Square #3-243

Tallahassee FL 32312

Phone: 850-222-2772

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 1 (for drafter's use only)

Bill No. HB 1139

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

1
Superseded
by
Substitute

Council/Committee hearing bill: Civil Justice Committee

Representative(s) offered the following:

Amendment (with directory and title amendments)

Remove line(s) 67-317 and insert:

(7) "Real property Dwelling" means land that is improved and the improvements on such land, including fixtures, manufactured housing, or mobile homes and excluding public transportation projects ~~a single-family house, manufactured or modular home, duplex, triplex, quadruplex, or other multifamily unit in a multifamily residential building designed for residential use in which title to each individual unit is transferred to the owner under a condominium or cooperative system and includes common areas and improvements that are owned or maintained by an association or by members of an association, and also includes the systems, other components, improvements, and other structures or facilities, including, but not limited to, recreational structures or facilities, that are appurtenant to and located on the real property on which the house, duplex, triplex, quadruplex, or other multifamily unit is located, but~~

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21 ~~are not necessarily part of the structure at the time of~~
22 ~~completion of construction.~~

23 (8) "Service" means delivery by certified mail, return
24 receipt requested, to the last known address of the addressee.

25 (9) "Subcontractor" means a person, as defined in s. 1.01,
26 who is a contractor who performs labor and supplies material on
27 behalf of another contractor in the construction or remodeling
28 of real property ~~a dwelling~~.

29 (10) "Supplier" means a person, as defined in s. 1.01, who
30 provides only materials, equipment, or other supplies for the
31 construction or remodeling of real property ~~a dwelling~~.

32 Section 3. Subsections (1), (2), (3), (4), (5), (8), (9),
33 and (14) of section 558.004, Florida Statutes, are amended to
34 read:

35 558.004 Notice and opportunity to repair.--

36 (1) In actions brought alleging a construction defect, the
37 claimant shall, at least 60 days before filing any ~~an~~ action
38 ~~involving a single family home, an association representing 20~~
39 ~~or fewer residential parcels, a manufactured or modular home, a~~
40 ~~duplex, a triplex, or a quadruplex~~, or at least 120 days before
41 filing an action involving an association representing more than
42 20 parcels ~~residential parcel owners~~, serve written notice of
43 claim on the contractor, subcontractor, supplier, or design
44 professional, as applicable, which notice shall refer to this
45 chapter. If the construction defect claim arises from work
46 performed under a contract, the written notice of claim must be
47 served on the person with whom the claimant contracted. The
48 notice of claim must describe the claim in reasonable detail
49 sufficient to determine the general nature of each alleged
50 construction defect and a description of the damage or loss

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51 resulting from the defect, if known. The claimant shall endeavor
52 to serve the notice of claim within 15 days after discovery of
53 an alleged defect, but the failure to serve notice of claim
54 within 15 days does not bar the filing of an action, subject to
55 s. 558.003. This subsection does not preclude a claimant from
56 filing an action sooner than 60 days, or 120 days as applicable,
57 after service of written notice as expressly provided in
58 subsection (6), subsection (7), or subsection (8).

59 (2) Within 30 days after receipt of the notice of claim
60 ~~involving a single family home, an association representing 20~~
61 ~~or fewer residential parcels, a manufactured or modular home, a~~
62 ~~duplex, a triplex, or a quadruplex,~~ or within 50 days after
63 receipt of the notice of claim involving an association
64 representing more than 20 ~~residential~~ parcels, the person
65 receiving the notice of claim under subsection (1) is entitled
66 to perform a reasonable inspection of the property dwelling or
67 of each unit subject to the claim to assess each alleged
68 construction defect. An association's right to access property
69 for either maintenance or repair includes the authority to grant
70 access for the inspection. The claimant shall provide the person
71 receiving the notice under subsection (1) and such person's
72 contractors or agents reasonable access to the property dwelling
73 during normal working hours to inspect the property dwelling to
74 determine the nature and cause of each alleged construction
75 defect and the nature and extent of any repairs or replacements
76 necessary to remedy each defect. The person receiving notice
77 under subsection (1) shall reasonably coordinate the timing and
78 manner of any and all inspections with the claimant to minimize
79 the number of inspections. The inspection may include

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destructive testing by mutual agreement under the following reasonable terms and conditions:

(a) If the person receiving notice under subsection (1) determines that destructive testing is necessary to determine the nature and cause of the alleged defects, such person shall notify the claimant in writing.

(b) The notice shall describe the destructive testing to be performed, the person selected to do the testing, the estimated anticipated damage and repairs to the property dwelling resulting from the testing, the estimated amount of time necessary for the testing and to complete the repairs, and the financial responsibility offered for covering the costs of repairs.

(c) If the claimant promptly objects to the person selected to perform the destructive testing, the person receiving notice under subsection (1) shall provide the claimant with a list of three qualified persons from which the claimant may select one such person to perform the testing. The person selected to perform the testing shall operate as an agent or subcontractor of the person receiving notice under subsection (1) and shall communicate with, submit any reports to and be solely responsible to the person receiving notice.

(d) The testing shall be done at a mutually agreeable time.

(e) The claimant or a representative of the claimant may be present to observe the destructive testing.

(f) The destructive testing shall not render the property dwelling uninhabitable.

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109 In the event the claimant fails or refuses to agree to
110 destructive testing, the claimant shall have no claim for
111 damages which could have been avoided or mitigated had
112 destructive testing been allowed when requested and had a
113 feasible remedy been promptly implemented.

114 (3) Within 10 days after receipt of the notice of claim
115 ~~involving a single family home, an association representing 20~~
116 ~~or fewer residential parcels, a manufactured or modular home, a~~
117 ~~duplex, a triplex, or a quadruplex,~~ or within 30 days after
118 receipt of the notice of claim involving an association
119 representing more than 20 ~~residential~~ parcels, the person
120 receiving the notice under subsection (1) may forward a copy of
121 the notice of claim to each contractor, subcontractor, supplier,
122 or design professional whom it reasonably believes is
123 responsible for each defect specified in the notice of claim and
124 shall note the specific defect for which it believes the
125 particular contractor, subcontractor, supplier, or design
126 professional is responsible. Each such contractor,
127 subcontractor, supplier, and design professional may inspect the
128 property dwelling as provided in subsection (2).

129 (4) Within 15 days after receiving a copy of the notice of
130 claim pursuant to subsection (3) ~~involving a single family home,~~
131 ~~an association representing 20 or fewer residential parcels, a~~
132 ~~manufactured or modular home, a duplex, a triplex, or a~~
133 ~~quadruplex,~~ or within 30 days after receipt of the copy of the
134 notice of claim involving an association representing more than
135 20 ~~residential~~ parcels, the contractor, subcontractor, supplier,
136 or design professional must serve a written response to the
137 person who forwarded a copy of the notice of claim. The written
138 response shall include a report, if any, of the scope of any

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139 inspection of the property dwelling, the findings and results of
140 the inspection, a statement of whether the contractor,
141 subcontractor, supplier, or design professional is willing to
142 make repairs to the property dwelling or whether such claim is
143 disputed, a description of any repairs they are willing to make
144 to remedy the alleged construction defect, and a timetable for
145 the completion of such repairs.

146 (5) Within 45 days after receiving the notice of claim
147 ~~involving a single family home, an association representing 20~~
148 ~~or fewer residential parcels, a manufactured or modular home, a~~
149 ~~duplex, a triplex, or a quadruplex~~, or within 75 days after
150 receipt of a copy of the notice of claim involving an
151 association representing more than 20 ~~residential~~ parcels, the
152 person who received notice under subsection (1) must serve a
153 written response to the claimant. The response shall be served
154 to the attention of the person who signed the notice of claim,
155 unless otherwise designated in the notice of claim. The written
156 response must provide:

157 (a) A written offer to remedy the alleged construction
158 defect at no cost to the claimant, a detailed description of the
159 proposed repairs necessary to remedy the defect, and a timetable
160 for the completion of such repairs;

161 (b) A written offer to compromise and settle the claim by
162 monetary payment, that will not obligate the person's insurer,
163 and a timetable for making payment;

164 (c) A written offer to compromise and settle the claim by
165 a combination of repairs and monetary payment, that will not
166 obligate the person's insurer, that includes a detailed
167 description of the proposed repairs and a timetable for the
168 completion of such repairs and making payment;

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(d) A written statement that the person disputes the claim and will not remedy the defect or compromise and settle the claim; or

(e) A written statement that a monetary payment, including insurance proceeds, if any, will be determined by the person's insurer within 30 days after notification to the insurer by means of forwarding the claim, which notification shall occur at the same time the claimant is notified of this settlement option, which the claimant can accept or reject. A written statement under this paragraph may also include an offer under paragraph (c), but such offer shall be contingent upon the claimant also accepting the determination of the insurer whether to make any monetary payment in addition thereto. If the insurer for the person receiving the claim makes no response within the 30 days following notification, then the claimant shall be deemed to have met all conditions precedent to commencing an action.

(8) If the claimant timely and properly accepts the offer to repair an alleged construction defect, the claimant shall provide the offeror and the offeror's agents reasonable access to the claimant's property ~~dwelling~~ during normal working hours to perform the repair by the agreed-upon timetable as stated in the offer. If the offeror does not make the payment or repair the defect within the agreed time and in the agreed manner, except for reasonable delays beyond the control of the offeror, including, but not limited to, weather conditions, delivery of materials, claimant's actions, or issuance of any required permits, the claimant may, without further notice, proceed with an action against the offeror based upon the claim in the notice of claim. If the offeror makes payment or repairs the defect

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199 within the agreed time and in the agreed manner, the claimant is
200 barred from proceeding with an action for the claim described in
201 the notice of claim or as otherwise provided in the accepted
202 settlement offer.

203 (9) This section does not prohibit or limit the claimant
204 from making any necessary emergency repairs to the property
205 ~~dwelling~~ as are required to protect the health, safety, and
206 welfare of the claimant. In addition, any offer or failure to
207 offer pursuant to subsection (5) to remedy an alleged
208 construction defect or to compromise and settle the claim by
209 monetary payment does not constitute an admission of liability
210 with respect to the defect and is not admissible in an action
211 brought under this chapter.

212 (14) To the extent that an arbitration clause in a
213 contract for the sale, design, construction, or remodeling of
214 real property ~~a dwelling~~ conflicts with this section, this
215 section shall control.

216 Section 4. Section 558.005, Florida Statutes, is amended
217 to read:

218 558.005 Contract provisions; application.--

219 (1) Except as otherwise provided in subsections (3) and
220 (4), the provisions of this chapter shall:

221 (a) Apply to ~~Control~~ every contract for the design,
222 construction, or remodeling of a dwelling entered into between
223 ~~on or after~~ July 1, 2004, and September 31, 2006, which contains
224 the notice as set forth in paragraph (2)(a) ~~subsection (2)~~ and
225 is conspicuously set forth in capitalized letters.

226 (b) Apply to every contract for the design, construction,
227 or remodeling of real property entered into on or after October

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228 1, 2006, which contains the notice set forth in paragraph (2)(b)
229 in capitalized letters.

230 (2)(a) The notice required by paragraph (1)(a) ~~subsection~~
231 ~~(1)~~ must be in substantially the following form:

232
233 CHAPTER 558 NOTICE OF CLAIM

234
235 CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT
236 REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY
237 LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN
238 YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL
239 ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS
240 CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF
241 ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE
242 AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE
243 ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN
244 OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION
245 DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER
246 WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND
247 PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET
248 AND FOLLOWED TO PROTECT YOUR INTERESTS.

249
250 (b) The notice required by paragraph (1)(b) must expressly
251 cite this chapter and be in substantially the following form:

252
253 CHAPTER 558 NOTICE OF CLAIM

254
255 CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT
256 REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY
257 LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY

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258 DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST
259 DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN
260 NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION
261 CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH
262 PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED
263 CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER
264 TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS.
265 YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE
266 MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER
267 THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO
268 PROTECT YOUR INTERESTS.
269

270 (3) After receipt of the initial notice of claim, a
271 claimant and the person receiving notice under s. 558.004(1)
272 may, by written mutual agreement, alter the procedure for the
273 notice of claim process described in this chapter.

274 (4) This chapter applies to all actions accruing on or
275 after July 1, 2004, and all actions commenced on or after such
276 date, regardless of the date of sale, issuance of a certificate
277 of occupancy or its equivalent, or substantial completion of the
278 construction dwelling. Notwithstanding the notice requirements
279 of this section for contracts entered into between ~~on or after~~
280 July 1, 2004, and September 31, 2006, this chapter applies to
281 all actions accruing before July 1, 2004, but not yet commenced
282 as of July 1, 2004, and failure to include such ~~the~~ notice
283 requirements ~~of this section~~ in a contract entered into prior to
284 July 1, 2004, does not operate to bar the procedures of this
285 chapter from applying to all such actions. Notwithstanding the
286 notice requirements of this section for contracts entered into
287 on or after October 1, 2006, this chapter applies to all actions

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288 accruing before July 1, 2004, but not yet commenced as of July
289 1, 2004, and failure to include such notice requirements in a
290 contract entered into on or after October 1, 2006, does not
291 operate to bar the procedures of this chapter from applying to
292 all such actions.

293
294 ===== T I T L E A M E N D M E N T =====

295 Remove line(s) 5-6 and insert:

296 in any property, excluding public transportation projects;
297 deleting provisions limiting application to only residential
298 property; revising provisions concerning notice regarding
299 pursuit of a construction defect claim in certain contracts for
300 design, construction, or remodeling; applying ch. 558, F.S.,
301 notwithstanding the notice provisions; providing an effective
302 date.

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

Bill No. **HB 1139**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

2
A w/o

Council/Committee hearing bill: Civil Justice Committee
Representative(s) Murzin offered the following:

**Substitute Amendment for Amendment (1) by Representative
Murzin (with directory and title amendments)**

Remove line(s) 67-317 and insert:

(7) "Real property Dwelling" means land that is improved
and the improvements on such land, including fixtures,
manufactured housing, or mobile homes and excluding public
transportation projects ~~a single family house, manufactured or~~
~~modular home, duplex, triplex, quadruplex, or other multifamily~~
~~unit in a multifamily residential building designed for~~
~~residential use in which title to each individual unit is~~
~~transferred to the owner under a condominium or cooperative~~
~~system and includes common areas and improvements that are owned~~
~~or maintained by an association or by members of an association,~~
~~and also includes the systems, other components, improvements,~~
~~and other structures or facilities, including, but not limited~~
~~to, recreational structures or facilities, that are appurtenant~~
~~to and located on the real property on which the house, duplex,~~
~~triplex, quadruplex, or other multifamily unit is located, but~~

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23 ~~are not necessarily part of the structure at the time of~~
24 ~~completion of construction.~~

25 (8) "Service" means delivery by certified mail, return
26 receipt requested, to the last known address of the addressee.

27 (9) "Subcontractor" means a person, as defined in s. 1.01,
28 who is a contractor who performs labor and supplies material on
29 behalf of another contractor in the construction or remodeling
30 of real property ~~a dwelling~~.

31 (10) "Supplier" means a person, as defined in s. 1.01, who
32 provides only materials, equipment, or other supplies for the
33 construction or remodeling of real property ~~a dwelling~~.

34 Section 3. Subsections (1), (2), (3), (4), (5), (8), (9),
35 and (14) of section 558.004, Florida Statutes, are amended to
36 read:

37 558.004 Notice and opportunity to repair.--

38 (1) In actions brought alleging a construction defect, the
39 claimant shall, at least 60 days before filing any ~~an~~ action
40 ~~involving a single family home, an association representing 20~~
41 ~~or fewer residential parcels, a manufactured or modular home, a~~
42 ~~duplex, a triplex, or a quadruplex~~, or at least 120 days before
43 filing an action involving an association representing more than
44 20 parcels ~~residential parcel owners~~, serve written notice of
45 claim on the contractor, subcontractor, supplier, or design
46 professional, as applicable, which notice shall refer to this
47 chapter. If the construction defect claim arises from work
48 performed under a contract, the written notice of claim must be
49 served on the person with whom the claimant contracted. The
50 notice of claim must describe the claim in reasonable detail
51 sufficient to determine the general nature of each alleged
52 construction defect and a description of the damage or loss
53 resulting from the defect, if known. The claimant shall endeavor

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to serve the notice of claim within 15 days after discovery of an alleged defect, but the failure to serve notice of claim within 15 days does not bar the filing of an action, subject to s. 558.003. This subsection does not preclude a claimant from filing an action sooner than 60 days, or 120 days as applicable, after service of written notice as expressly provided in subsection (6), subsection (7), or subsection (8).

(2) Within 30 days after receipt of the notice of claim ~~involving a single family home, an association representing 20 or fewer residential parcels, a manufactured or modular home, a duplex, a triplex, or a quadruplex,~~ or within 50 days after receipt of the notice of claim involving an association representing more than 20 ~~residential~~ parcels, the person receiving the notice of claim under subsection (1) is entitled to perform a reasonable inspection of the property dwelling or of each unit subject to the claim to assess each alleged construction defect. An association's right to access property for either maintenance or repair includes the authority to grant access for the inspection. The claimant shall provide the person receiving the notice under subsection (1) and such person's contractors or agents reasonable access to the property dwelling during normal working hours to inspect the property dwelling to determine the nature and cause of each alleged construction defect and the nature and extent of any repairs or replacements necessary to remedy each defect. The person receiving notice under subsection (1) shall reasonably coordinate the timing and manner of any and all inspections with the claimant to minimize the number of inspections. The inspection may include destructive testing by mutual agreement under the following reasonable terms and conditions:

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84 (a) If the person receiving notice under subsection (1)
85 determines that destructive testing is necessary to determine
86 the nature and cause of the alleged defects, such person shall
87 notify the claimant in writing.

88 (b) The notice shall describe the destructive testing to
89 be performed, the person selected to do the testing, the
90 estimated anticipated damage and repairs to the property
91 ~~dwelling~~ resulting from the testing, the estimated amount of
92 time necessary for the testing and to complete the repairs, and
93 the financial responsibility offered for covering the costs of
94 repairs.

95 (c) If the claimant promptly objects to the person
96 selected to perform the destructive testing, the person
97 receiving notice under subsection (1) shall provide the claimant
98 with a list of three qualified persons from which the claimant
99 may select one such person to perform the testing. The person
100 selected to perform the testing shall operate as an agent or
101 subcontractor of the person receiving notice under subsection
102 (1) and shall communicate with, submit any reports to and be
103 solely responsible to the person receiving notice.

104 (d) The testing shall be done at a mutually agreeable
105 time.

106 (e) The claimant or a representative of the claimant may
107 be present to observe the destructive testing.

108 (f) The destructive testing shall not render the property
109 ~~dwelling~~ uninhabitable.

110
111 In the event the claimant fails or refuses to agree to
112 destructive testing, the claimant shall have no claim for
113 damages which could have been avoided or mitigated had

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destructive testing been allowed when requested and had a feasible remedy been promptly implemented.

(3) Within 10 days after receipt of the notice of claim ~~involving a single family home, an association representing 20 or fewer residential parcels, a manufactured or modular home, a duplex, a triplex, or a quadruplex,~~ or within 30 days after receipt of the notice of claim involving an association representing more than 20 ~~residential~~ parcels, the person receiving the notice under subsection (1) may forward a copy of the notice of claim to each contractor, subcontractor, supplier, or design professional whom it reasonably believes is responsible for each defect specified in the notice of claim and shall note the specific defect for which it believes the particular contractor, subcontractor, supplier, or design professional is responsible. Each such contractor, subcontractor, supplier, and design professional may inspect the property dwelling as provided in subsection (2).

(4) Within 15 days after receiving a copy of the notice of claim pursuant to subsection (3) ~~involving a single family home, an association representing 20 or fewer residential parcels, a manufactured or modular home, a duplex, a triplex, or a quadruplex,~~ or within 30 days after receipt of the copy of the notice of claim involving an association representing more than 20 ~~residential~~ parcels, the contractor, subcontractor, supplier, or design professional must serve a written response to the person who forwarded a copy of the notice of claim. The written response shall include a report, if any, of the scope of any inspection of the property dwelling, the findings and results of the inspection, a statement of whether the contractor, subcontractor, supplier, or design professional is willing to make repairs to the property dwelling or whether such claim is

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145 disputed, a description of any repairs they are willing to make
146 to remedy the alleged construction defect, and a timetable for
147 the completion of such repairs.

148 (5) Within 45 days after receiving the notice of claim
149 ~~involving a single family home, an association representing 20~~
150 ~~or fewer residential parcels, a manufactured or modular home, a~~
151 ~~duplex, a triplex, or a quadruplex,~~ or within 75 days after
152 receipt of a copy of the notice of claim involving an
153 association representing more than 20 ~~residential~~ parcels, the
154 person who received notice under subsection (1) must serve a
155 written response to the claimant. The response shall be served
156 to the attention of the person who signed the notice of claim,
157 unless otherwise designated in the notice of claim. The written
158 response must provide:

159 (a) A written offer to remedy the alleged construction
160 defect at no cost to the claimant, a detailed description of the
161 proposed repairs necessary to remedy the defect, and a timetable
162 for the completion of such repairs;

163 (b) A written offer to compromise and settle the claim by
164 monetary payment, that will not obligate the person's insurer,
165 and a timetable for making payment;

166 (c) A written offer to compromise and settle the claim by
167 a combination of repairs and monetary payment, that will not
168 obligate the person's insurer, that includes a detailed
169 description of the proposed repairs and a timetable for the
170 completion of such repairs and making payment;

171 (d) A written statement that the person disputes the claim
172 and will not remedy the defect or compromise and settle the
173 claim; or

174 (e) A written statement that a monetary payment, including
175 insurance proceeds, if any, will be determined by the person's

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insurer within 30 days after notification to the insurer by means of forwarding the claim, which notification shall occur at the same time the claimant is notified of this settlement option, which the claimant can accept or reject. A written statement under this paragraph may also include an offer under paragraph (c), but such offer shall be contingent upon the claimant also accepting the determination of the insurer whether to make any monetary payment in addition thereto. If the insurer for the person receiving the claim makes no response within the 30 days following notification, then the claimant shall be deemed to have met all conditions precedent to commencing an action.

(8) If the claimant timely and properly accepts the offer to repair an alleged construction defect, the claimant shall provide the offeror and the offeror's agents reasonable access to the claimant's property ~~dwelling~~ during normal working hours to perform the repair by the agreed-upon timetable as stated in the offer. If the offeror does not make the payment or repair the defect within the agreed time and in the agreed manner, except for reasonable delays beyond the control of the offeror, including, but not limited to, weather conditions, delivery of materials, claimant's actions, or issuance of any required permits, the claimant may, without further notice, proceed with an action against the offeror based upon the claim in the notice of claim. If the offeror makes payment or repairs the defect within the agreed time and in the agreed manner, the claimant is barred from proceeding with an action for the claim described in the notice of claim or as otherwise provided in the accepted settlement offer.

(9) This section does not prohibit or limit the claimant from making any necessary emergency repairs to the property

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

dwelling as are required to protect the health, safety, and welfare of the claimant. In addition, any offer or failure to offer pursuant to subsection (5) to remedy an alleged construction defect or to compromise and settle the claim by monetary payment does not constitute an admission of liability with respect to the defect and is not admissible in an action brought under this chapter.

(14) To the extent that an arbitration clause in a contract for the sale, design, construction, or remodeling of real property ~~a dwelling~~ conflicts with this section, this section shall control.

Section 4. Section 558.005, Florida Statutes, is amended to read:

558.005 Contract provisions; application.--

(1) Except as otherwise provided in subsections (3) and (4), the provisions of this chapter shall:

(a) Apply to ~~Control~~ every contract for the design, construction, or remodeling of real property ~~a dwelling~~ entered into between on or after July 1, 2004, and September 30, 2006, which contains the notice as set forth in paragraph (2)(a) ~~subsection (2)~~ and is conspicuously set forth in capitalized letters.

(b) Apply to every contract for the design, construction, or remodeling of real property entered into on or after October 1, 2006, which contains the notice set forth in paragraph (2)(b) and is conspicuously set forth in capitalized letters.

(2)(a) The notice required by paragraph (1)(a) ~~subsection (1)~~ must be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(b) The notice required by paragraph (1)(b) must expressly cite this chapter and be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

269 MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER
270 THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO
271 PROTECT YOUR INTERESTS.

272 (3) After receipt of the initial notice of claim, a
273 claimant and the person receiving notice under s. 558.004(1)
274 may, by written mutual agreement, alter the procedure for the
275 notice of claim process described in this chapter.

276 (4) This chapter applies to all actions accruing on or
277 after July 1, 2004, and all actions commenced on or after such
278 date, regardless of the date of sale, issuance of a certificate
279 of occupancy or its equivalent, or substantial completion of the
280 construction dwelling. Notwithstanding the notice requirements
281 of this section for contracts entered into between ~~on or after~~
282 July 1, 2004, and September 30, 2006, this chapter applies to
283 all actions accruing before July 1, 2004, but not yet commenced
284 as of July 1, 2004, and failure to include such ~~the~~ notice
285 requirements ~~of this section~~ in a contract entered into prior to
286 July 1, 2004, does not operate to bar the procedures of this
287 chapter from applying to all such actions. Notwithstanding the
288 notice requirements of this section for contracts entered into
289 on or after October 1, 2006, this chapter applies to all actions
290 accruing before July 1, 2004, but not yet commenced as of July
291 1, 2004, and failure to include such notice requirements in a
292 contract entered into before July 1, 2004, does not operate to
293 bar the procedures of this chapter from applying to all such
294 actions.

295
296 ===== T I T L E A M E N D M E N T =====

297 Remove line(s) 5-6 and insert:
298 in any property, excluding public transportation projects;
299 deleting provisions limiting application to only residential

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

300 | property; revising provisions concerning notice regarding
301 | pursuit of a construction defect claim in certain contracts for
302 | design, construction, or remodeling; applying ch. 558, F.S.,
303 | notwithstanding the notice provisions; providing an effective
304 | date.
305 |

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1425 : Advisory Council on Condominiums

☒ Favorable

	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5		Total Nays: 0			

Appearances:

Advisory Council on Condominiums
Peter Dunbar (Lobbyist) - Information Only
Condominium Advisory Council, Chair
215 S. Monroe St.
Tallahassee FL 32301
Phone: 850-222-3533

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1437 : Uniform Commercial Code

☒ Favorable With Committee Substitute

	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon			X		
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 4		Total Nays: 0			

Appearances:

Uniform Commercial Code

Anthony DiMarco (Lobbyist) - Proponent

Florida Bankers Association

1001 Thomasville Rd.

Tallahassee FL 32303

Phone: 850-224-2265

Uniform Commercial Code

Bill Wiley (Lobbyist) - Proponent

The Florida Bar, Business Law Section

P. O. Box 13325

Tallahassee FL 32317

Phone: 850-545-9538

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 1 (for drafter's use only)

Bill No. **HB 1437**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A w/o

Council/Committee hearing bill: Civil Justice Committee
Representative(s) offered the following:

Amendment (with directory and title amendments)

Insert between lines 1050 -1051 :

Section 37. Subsection (3) of section 679.705, Florida
Statutes, is amended to read:
679.705 Effectiveness of action taken before effective
date.--

(3) This act does not render ineffective an effective
financing statement that, before this act takes effect, is filed
and satisfies the applicable requirements for perfection under
the law of the jurisdiction governing perfection as provided in
s. 679.103, Florida Statutes 2000. However, except as otherwise
provided in subsections (4) and (5) and s. 679.706, the
financing statement ceases to be effective at the earlier of:

(a) The time the financing statement would have ceased to
be effective under the law of the jurisdiction in which it is
filed; or

(b) December 31~~June 30~~, 2006.

===== T I T L E A M E N D M E N T =====

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 1 (for drafter's use only)

23 Remove line 57 and insert:
24 to the Florida Secured Transaction Registry; amending s.
25 679.705, F.S.; extending the time that a financing statement
26 filed under previous law is effective; amending ss.
27

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 3 (for drafter's use only)

Bill No. 1437

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A
w/o

Council/Committee hearing bill: Civil Justice Committee
Representative(s) Seiler offered the following:

Amendment (with title amendment)

Remove line(s) 734-766 and insert:

(1) Except as otherwise provided in subsection (2), the office in which to file a financing statement to perfect a security interest or agricultural lien is:

(a) The office of the clerk of the circuit court, if:

1. The collateral is as-extracted collateral or timber to be cut; or

2. The collateral is goods that are or are to become fixtures and the financing statement is filed as a fixture filing.

(b) The Florida Secured Transaction Registry, in accordance with ss. 679.3011-679.3071, in all other cases, including cases in which the collateral is goods that are or are to become fixtures and the financing statement is not filed as a fixture filing.

(2) The office in which to file a financing statement to perfect a security interest in collateral, including fixtures, of a transmitting utility is ~~the Office of the Secretary of~~

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 3 (for drafter's use only)

State, ~~or~~ the filing office authorized by s. 679.527 to accept filings for the Florida Secured Transaction Registry. The financing statement also constitutes a fixture filing as to the collateral indicated in the financing statement which is or is to become fixtures.

(3) The Florida Secured Transaction Registry may certify a copy of a financing statement, or an amendment thereto, which shall be admissible in a state or federal court or in a proceeding before any other tribunal.

===== T I T L E A M E N D M E N T =====

Remove line(s) 44-48 and insert:
the act; amending s. 679.5011, F.S.; providing the Florida Secured Transaction Registry may certify a copy of certain financing statements; providing the admissibility of those documents; amending s.

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 4 (for drafter's use only)

Bill No. **1437**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A W/O

Council/Committee hearing bill: Civil Justice Committee
Representative(s) Seiler offered the following:

Amendment

Remove line(s) 774-785 and insert:

(a) For filing an initial financing statement, \$15 ~~\$25~~ for the first page, which shall include the cost of filing a termination statement for the financing statement;

(b) For filing an amendment, \$8 ~~\$12~~ for the first page;

(c) For indexing by additional debtor, secured party, or assignee, \$2 ~~\$3~~ per additional name indexed;

(d) For use of a nonapproved form, \$3 ~~\$5~~;

(e) For each additional page attached to a record, \$2 ~~\$3~~;

(f) For filing a financing statement communicated by an electronic filing process authorized by the filing office, \$15 with no additional fees for multiple names or attached pages;

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 5 (for drafter's use only)

Bill No. 1437

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A w/o

1 Council/Committee hearing bill: Civil Justice Committee
2 Representative(s) Seiler offered the following:

4 **Amendment (with title amendment)**

5 Remove line(s) 804-805 and insert:

6 Section 22. Section 679.527, Florida Statutes is amended
7 to read:

8 679.527 Florida Secured Transaction Registry.--

9 (1) As used in this section, the term:

10 (a) The "Florida Secured Transaction Registry" or
11 "registry" means the centralized database in which all initial
12 financing statements, amendments, assignments, and other
13 statements of change authorized to be filed under this chapter
14 are filed, maintained, and retrieved. The term does not apply to
15 documents that are filed under this chapter with the clerk of a
16 circuit court.

17 (b) "Department" means the Department of State.

18 (c) "Materials and records" includes, but is not limited
19 to databases, source or object codes, and any software relating
20 to the Florida Secured Transaction Registry or other filing
21 system for centralized filing under this chapter, regardless of
22 the original source of its creation or maintenance.

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 5 (for drafter's use only)

23 (2) ~~Under chapter 287,~~ The department shall have ~~has~~ the
24 authority to determine, ~~and select, and appoint the central~~
25 filing office for the secured transaction registry. There shall
26 only be one central filing office and filing officer appointed
27 by the department at any one time. Any current appointment or
28 renewal of appointment in existence on the effective date of
29 this act shall continue until the expiration of such appointment
30 or renewal of appointment ~~the most qualified respondents to the~~
31 ~~request for qualifications and to negotiate and enter into one~~
32 ~~or more contracts as provided in this section. The contract may~~
33 ~~not be assignable or otherwise transferable without the express~~
34 ~~written consent of the department, notwithstanding any~~
35 ~~limitations imposed by s. 679.4061 or s. 679.4081.~~

36 ~~(3) The department shall perform the duties, as filing~~
37 ~~officer and filing office under this chapter, for the Florida~~
38 ~~Secured Transaction Registry until October 1, 2001, or until the~~
39 ~~effective date of a contract executed by the department to~~
40 ~~administer and operate the registry for the performance of these~~
41 ~~duties, whichever occurs later. At that time, the department~~
42 ~~shall cease serving as the designated filing officer and filing~~
43 ~~office for the registry under this chapter, and thereafter,~~
44 ~~except to the extent the department may reclaim those duties as~~
45 ~~provided below, the department shall not be responsible for the~~
46 ~~performance of the duties of the filing office or officer under~~
47 ~~this chapter, including determining whether documents tendered~~
48 ~~for filing under this chapter satisfy the requirements of law.~~
49 ~~The department shall retain authority under this chapter to~~
50 ~~approve the forms required to be filed under this chapter. If~~
51 ~~authorized by the contract with the department, the entity~~
52 ~~performing the duties of the filing office may certify a copy of~~
53 ~~a financing statement, or an amendment thereto, which shall be~~

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 5 (for drafter's use only)

54 | ~~admissible in a state or federal court or in a proceeding before~~
55 | ~~any other tribunal.~~

56 | ~~(4) Notwithstanding the terms and conditions of any~~
57 | ~~contract to perform the administrative and operational functions~~
58 | ~~of the filing office or filing officer under this part for the~~
59 | ~~Florida Secured Transaction Registry, the department and the~~
60 | ~~state shall retain sole and exclusive ownership of the materials~~
61 | ~~and records of the registry, shall have the right to inspect and~~
62 | ~~make copies of the materials and records of the registry, and~~
63 | ~~shall have the right to immediately reclaim and take possession~~
64 | ~~and control of the original materials and records of the~~
65 | ~~registry if any entity under contract with the department to~~
66 | ~~administer and operate the registry does not, or cannot, perform~~
67 | ~~the terms and conditions of the contract for any reason or~~
68 | ~~commences or is adjudicated a debtor in an insolvency~~
69 | ~~proceeding. If the department reclaims control of the materials~~
70 | ~~and records of the registry, the department shall provide for~~
71 | ~~the uninterrupted fulfillment of the duties of the filing office~~
72 | ~~and filing officer under this chapter by administration and~~
73 | ~~operation by the department until a subsequent contract for such~~
74 | ~~duties can be executed. The department shall be entitled to~~
75 | ~~injunctive relief if the entity fails to turn over the materials~~
76 | ~~and records upon demand, and the Circuit Court for Leon County,~~
77 | ~~Florida, shall have exclusive original jurisdiction to~~
78 | ~~adjudicate any disputes pertaining to this section or any~~
79 | ~~contract entered into under this section.~~

80 | ~~(3)(5)~~ When appointing the registry, the department shall
81 | require that the central filing office: The Department of State
82 | shall immediately develop and issue a Request for Qualifications
83 | seeking capable entities to perform both the duties currently

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 5 (for drafter's use only)

84 ~~being performed by the department as a filing officer and filing~~
85 ~~office under this chapter.~~

86 (a) ~~The qualifications shall, at a minimum, Provides~~
87 ~~provide~~ for the organization and maintenance of the Florida
88 Secured Transaction Registry as the centralized Uniform
89 Commercial Code filing and retrieval system., ~~which:~~

90 1. ~~Is comparable and compatible with the department's~~
91 ~~existing filing system.~~

92 (b)2. Is open to the public and accessible through the
93 Internet, to permit the review of all existing filings of the
94 department and all future filings in the registry, ~~in compliance~~
95 ~~with chapter 119.~~

96 3. ~~Provides for oversight and compliance audits by the~~
97 ~~department.~~

98 4. ~~Requires records maintenance in compliance with this~~
99 ~~chapter and chapter 119.~~

100 5. ~~Maintains the current level of filing fees and~~
101 ~~procedures for the deposit of revenues with the department as~~
102 ~~specified in chapter 15, net of operating costs, for a period of~~
103 ~~5 years.~~

104 (b) ~~The Department of State shall develop performance~~
105 ~~standards to ensure that the Florida Secured Transaction~~
106 ~~Registry is accurate and complete and that the users thereof are~~
107 ~~being well served. Periodically, the department shall verify~~
108 ~~that these performance standards are being met or modified as~~
109 ~~may be needed from time to time.~~

110 (4) The central filing office shall be a private
111 nongovernmental entity and shall not be subject to the
112 provisions of law that apply to government operations.

113 Section 22. Sections 15.091, 679.521, and 679.526, Florida
114 Statutes, are repealed.

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 5 (for drafter's use only)

115

116

117 ===== T I T L E A M E N D M E N T =====

118 Remove line(s) 56-60 and insert:

119 filing-office rules; amending s. 679.527, F.S., relating to the

120 Florida Secured Transaction Registry; providing the duties of

121 the Department of State; providing for a central filing office;

122 amending ss. 319.27, 559.9232, 563.022, 668.50, 670.106,

123 670.204, 675.102, 679.1021, 679.5021, 679.512, 679.516, 679.519,

124 679.520, 679.523, 680.1031, 680.518, 680.519, and

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1443 : Construction Lien Law

<input checked="" type="checkbox"/>	Favorable With Committee Substitute				
	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5		Total Nays: 0			

Appearances:

Construction Lien Law

Cam Fentriss (Lobbyist) - Proponent

FL RACCA, Amer. Specialty Contractors of FL

1441 Brickell Ave, 15th Floor

Tallahassee FL 32312

Phone: 850-222-2772

Construction Lien Law

David Ramba (Lobbyist) - Proponent

National Assoc. of Credit Managers

Construction Lien Law

Deborah Lawson (Lobbyist) - Proponent

NACM of Tampa, ASA of FL

4125 Pecan Branch Rd.

Tallahassee FL 32309

Phone: 850-878-1606

Construction Lien Law

Rick Watson (Lobbyist) - Proponent

FL RACCA, Amer. Specialty Contractors of FL

P. O. Box 10038

Tallahassee FL 32302

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 1 (for drafter's use only)

Bill No. **HB 1443**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A w/o 1

Council/Committee hearing bill: Civil Justice Committee
Representative(s) Russell offered the following:

Amendment (with title amendments)

Remove line(s) 25-36.

===== T I T L E A M E N D M E N T =====

Remove line(s) 2-4 and insert:

An act relating to the Construction Lien Law; amending s.
713.135, F.S.;

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

Bill No. **HB 1443**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A 2
w/o

Council/Committee hearing bill: Civil Justice Committee
Representative(s) Russell offered the following:

Amendment (with title amendments)

Insert between line(s) 235-236:

Section 3. Paragraph (b) of subsection (1) of section
713.18, Florida Statutes, is amended to read:

713.18 Manner of serving notices and other instruments.--

(1) Service of notices, claims of lien, affidavits,
assignments, and other instruments permitted or required under
this part, or copies thereof when so permitted or required,
unless otherwise specifically provided in this part, must be
made by one of the following methods:

(b) By sending the same by registered or certified mail,
with postage prepaid, or by overnight or second-day delivery
with evidence of delivery, which may be in an electronic format.

1. If a notice to owner, a notice to contractor under s.
713.23, or a preliminary notice under s. 255.05 is mailed by
registered or certified mail with postage prepaid to the person
to be served at any of the addresses set forth in subparagraph
2. within 40 days after the date the lienor first furnishes

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 2 (for drafter's use only)

22 labor, services, or materials, service of that notice is
23 effective as of the date of mailing if the person who served the
24 notice maintains a registered or certified mail log that shows
25 the registered or certified mail number issued by the United
26 States Postal Service, the name and address of the person
27 served, and the date stamp of the United States Postal Service
28 confirming the date of mailing; or if the person who served the
29 notice maintains electronic tracking records generated through
30 use of the United States Postal Service "confirm" or similar
31 service containing the postal tracking number, the name and
32 address of the person served, and verification of the date of
33 receipt by the United States Postal Service.

34
35 ===== T I T L E A M E N D M E N T =====

36 Remove line 18 and insert:

37 provision of Internet access; amending s. 713.18, F.S.;
38 providing for electronic verification of service of notices
39 required by the Construction Lien Law; amending s. 713.35, F.S.;

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1495 : Marriage Licenses

☒ Favorable

	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Dean Cannon			X		
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 4		Total Nays: 0			

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1521 : Children in Out-of-Home Placements

☒ Discussed

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 1621 : Coastal Properties Disclosure Statements

<input checked="" type="checkbox"/> Favorable					
	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5		Total Nays: 0			

Appearances:

Coastal Properties Disclosure Statements

Gary Appelson (Lobbyist) - Proponent

Caribbean Conservation & Sea Turtle Survival League

4424 13th St.

Tallahassee FL 32609

Phone: 352-373-6441

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 7099 : Land Trusts

☒ Favorable

	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5		Total Nays: 0			

Appearances:

Land Trusts

Pete Dunbar (Lobbyist) - Proponent

Real Property, Probate & Trust Law Section

215 S. Monroe St.

Tallahassee FL 32312

Phone: 850-222-3533

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 7111 : Review under the Open Government Sunset Review Act regarding the Offense of Interference with Custody

☒ Favorable With Committee Substitute

	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5 Total Nays: 0					

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. 1 (for drafter's use only)

Bill No. **HB 7111**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

A 1
w/o

Council/Committee hearing bill: Civil Justice Committee

Representative(s) Rivera offered the following:

Amendment

Remove line(s) 111-112 and insert:

2. Within a reasonable time after taking a minor ~~the~~
~~child~~, commence a custody proceeding that

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

HB 7113 : Review under the Open Government Sunset Review Act regarding the Public Records
Exemption for the Interference with Custody Statute

☒ Favorable

	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Dean Cannon	X				
Marti Coley	X				
Carl Domino	X				
Arthenia Joyner			X		
Irving Slosberg			X		
John Stargel	X				
Mark Mahon (Chair)	X				
Total Yeas: 5 Total Nays: 0					

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

Workshop

HB 7123:

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM

COMMITTEE MEETING REPORT

Civil Justice Committee

3/28/2006 10:15:00AM

Location: 24 HOB

Summary:

Civil Justice Committee

Tuesday March 28, 2006 10:15 am

HB 1139	Favorable With Committee Substitute	Yeas: 5	Nays: 0
HB 1425	Favorable	Yeas: 5	Nays: 0
HB 1437	Favorable With Committee Substitute	Yeas: 4	Nays: 0
HB 1443	Favorable With Committee Substitute	Yeas: 5	Nays: 0
HB 1495	Favorable	Yeas: 4	Nays: 0
HB 1521	Discussed		
HB 1621	Favorable	Yeas: 5	Nays: 0
HB 7099	Favorable	Yeas: 5	Nays: 0
HB 7111	Favorable With Committee Substitute	Yeas: 5	Nays: 0
HB 7113	Favorable	Yeas: 5	Nays: 0
HB 7123	Not Discussed		

Committee meeting was reported out: Tuesday, March 28, 2006 2:00:13PM